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1921

Annual Report of the Council

WITH

Balance Sheet

OF

The London and Counties

Medical Protection Society,

LIMITED.

Founded 1892.



Registered Offices:

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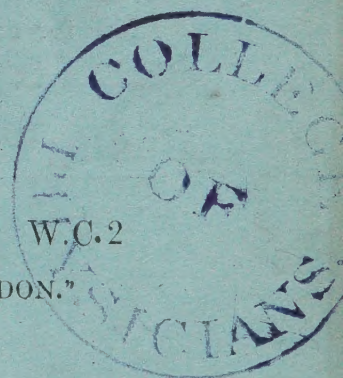
See Important Notices on page 27.

The Financial Report is on pages 20—26.



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Telegrams :

MEDICAVERO WESTRAND, LONDON.

Telephone :

CENTRAL 5098.

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Registered Office—32, Craven Street, Strand, London, W.C.2

President—SIR JOHN ROSE BRADFORD, K.C.M.G., C.B., M.D., F.R.C.P., F.R.S.

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INDEX

	PAGE		PAGE
ADVERTISING AND TOUTING ...	13	MEDICAL FEES	12
BALANCE SHEET	23	MISCELLANEOUS MATTERS ...	17
BUYING & SELLING PRACTICES	14	NATIONAL HEALTH INSURANCE	10
CORONERS' INQUESTS	14	NEGLIGENCE OR UNSKILFULNESS	7
DENTAL CASES	18	NOTIFICATION OF BIRTHS AND	
DONATIONS	22	OF INFECTIOUS DISEASES...	13
FINANCIAL STATEMENT	20	PARTNERS, ASSISTANTS, ETC. ...	12
IMPORTANT NOTICES	27	POOR LAW MEDICAL OFFICERS	
LAW CASES	2	AND PUBLIC VACCINATORS...	16
LIBEL AND SLANDER	8	PROFESSIONAL SECRECY... ..	10
MEDICAL CERTIFICATES	15	STATEMENT OF ACCOUNTS	23
MEDICAL ETHICS	9	UNQUALIFIED MEDICAL	
MEDICAL EVIDENCE	16	PRACTICE	17

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ANNUAL REPORT OF THE COUNCIL.

Presented to the Annual Meeting of the Members of the Society held at The Adam Hall, 12 Stratford Place, Oxford Street, London, W.1. (opposite Bond Street Station), on May 3rd, 1922, at 4 p.m.

The Council is able again to report steady progress in all directions. The Society is entering now on its thirtieth year in full health and strength and with excellent prospects.

The number of fresh applications from members asking for advice and assistance was 465 during the year 1921. In the great majority of cases satisfactory results were obtained without recourse to litigation, and the results of the cases in which litigation occurred were, in the main, quite satisfactory.

The method adopted by the Society eleven years ago for indemnifying members to the extent of £2000 for any one member in any one year against costs of the other side and damages in unsuccessful cases, as well as against their own costs, has proved most beneficial both to the members and to the Society. Having regard, however, to the increased cost of legal proceedings, the extent of indemnification has been raised from £2000 to £3000. When this Society first adopted the plan of indemnifying its members against costs and damages in unsuccessful cases, there had been no previous experience of any other society or company to guide it as to the results that might be expected, but the policy adopted by the Council has been fully justified by the results.

The Society has found its representation on the governing body of the Federation of Medical and Allied Societies useful in enabling the Society to keep more fully in touch with medico-political matters affecting the members of the Society and in exerting its proper influence in Parliamentary quarters.

The Council has this year reverted to the original form for presenting its Annual Report to the members of the Society, as the cost of issuing a fuller report has now become less expensive, and it is felt that the members derived advantage from being fully informed of the activities of the Society and of the dangers and difficulties against which the Society affords them protection.

Legal Cases.

A member practising in the country was called to attend a Panel patient of another practitioner. By virtue of a local arrangement he duly attended and diagnosed gastric trouble, and, after prescribing, instructed the patient's wife that should the patient not feel better, or should any fresh symptoms develop, he should be summoned immediately. Hearing nothing further of the case, he called again on the third day after his previous attendance and found no marked improvement, though indications of recovery from the gastric trouble were apparent. On this occasion the patient's wife detained the member in a lengthy narration regarding her husband's relatives, some of whom, she stated, had died of cancer. There having been nothing in the patient's condition to suggest cancer, and the member being accustomed to suggestions of a similar nature amongst persons of the class of the patient and his wife, did not attach serious consideration to what the wife had said. Later in the day a message was delivered to the member informing him that he need not call again. Nothing more was heard of the case until some fourteen days later, when the member received a complaint from solicitors on behalf of the patient's wife claiming damages in the sum of £100 for negligence which it was asserted had led to the death of the patient. This was the first intimation the member had received of the patient's death. The Council took up the case on behalf of the member, and the charges against him were denied. The patient's wife took proceedings against him in the local County Court, and in her claim brought charges against the member of negligence, incorrect diagnosis, and intoxication, and that as a result of these the member was responsible for her husband's death. The plaintiff's case was strongly resisted at every point, and strong expert evidence was obtained on the questions of negligence and wrongful diagnosis, and in the course of inquiry into the cause of death it was ascertained he had died of cerebral hæmorrhage. The charge of intoxication was based upon the allegation that the member had appeared to be dazed on his second attendance and had stumbled upon the stairs leading to the patient's room. Regarding this charge of intoxication, conclusive evidence was obtained from a large number of persons with whom the member had been in association during that day, and in addition evidence was obtained from an architect and plan; prepared to show that the stairs leading to the patient's room were extremely steep and badly lighted. Counsel was briefed on behalf of the member, and full preparations were made for trial. The case was finally abandoned by plaintiff, but owing to the plaintiff's position the costs were not recoverable.

A member holding the appointment of house surgeon at an infirmary in Scotland was sued by an out-patient for £500 damages for negligent treatment of a fractured arm, part of the grounds of the allegation being that the member had taken no *x-ray* photograph of

the injury. The Council, after full inquiry, defended the member, both on the technical question as to whether the member, being employed by the infirmary, was liable for negligence to a patient attending that infirmary, and on the plaintiff's allegations as to negligence. At a preliminary hearing under the Scottish procedure of the technical question, the Scottish Court decided against the member and directed that the plaintiff's claim should proceed to hearing. An appeal was entered against this decision, but the plaintiff finally abandoned the proceedings, which automatically lapsed for want of prosecution. A decision on the appeal could not therefore be obtained. Owing to the plaintiff's financial position it was considered useless to attempt to recover the costs. With regard to the charges of negligence against the member, strong evidence was obtained from leading surgeons that there had been no negligence whatever with regard to the member's treatment.

A member practising in the country was being molested and slandered by a chauffeur who had been in his employ. A letter written by the member's local solicitor had caused a temporary cessation of the annoyance, but on a repetition of these at a subsequent date the member sought the Society's assistance, and proceedings were commenced on behalf of the member. As a result of these proceedings a letter was obtained by the member's late employee in a form advised by the Society's solicitors. The purpose for which the proceedings had been brought having been achieved, the action was not proceeded with, and there has since been no further repetition of the annoyances.

A member had an action brought against him by the matron and a nurse on the staff of a cottage hospital alleging that he had libelled them in a certain letter written to the local press regarding certain charges he had made as to the efficiency of the nursing staff. These charges had been the subject of an inquiry by a committee of the hospital, and the findings of the committee were not, in the member's opinion, satisfactory. The member had taken no further active steps regarding the matter, but the question had been taken up by other persons who, though acquainted with the facts, had not obtained their information from the member, and through letters written to the local Press considerable attention had been drawn locally to the matter. It was not, however, until a letter on behalf of the hospital had been inserted in the local Press that the member had written the letter complained of. Proceedings claiming damages for libel were instituted, and were strongly defended on behalf of the member. The action went to hearing, and, after a two-days' trial before a judge and special jury, the jury were unable to agree. The plaintiffs did not proceed to a new trial. After allowing an interval to elapse, the member sought to resume his medical work at the hospital, but was then informed by the hospital authorities that he would not be permitted to attend patients in the hospital. The legal position with regard to this is being considered on behalf of the member.

A member holding the appointment of Medical Officer of Health and School Medical Officer, was, under the scheme by which the Maternity and Child Welfare Centre was taken over by the District Council, appointed General Supervisor for the work of that Centre, and by a later resolution of the District Council was granted a salary in respect of such work. Within a period of one month thereof, in the absence of and without notice to the Medical Officer, the District Council rescinded the resolution by which he was appointed General Supervisor. The member appealed to the Society for assistance, and representations were made on his behalf to the District Council that their resolution amounted to the dismissal of the member as Supervisor and was not in order, being a breach of the Standing Orders of the Council. These representations and other efforts to provide an amicable settlement brought no definite result, and as the statutory period in which the member could commence proceedings had nearly elapsed, proceedings were commenced against the Council on the member's behalf, claiming damages for wrongful dismissal. The member's statutory position having been safeguarded, negotiations were then re-opened by the Society's solicitors both with the District Council's solicitors and the Ministry of Health, and as a result of these the member's reinstatement as Supervisor was effected, together with arrears of salary and salary as from the date of his dismissal, together with bonus and the costs of the proceedings.

A member, a Panel practitioner in a large provincial city, was summoned to attend two persons who had met with an accident, and the member had in both cases to reduce a dislocation under chloroform. The injured persons were insured, but had met with their injuries outside their district. The member sent in an account to his Insurance Committee for treatment, basing his charges according to the scale set out on Form MC3. The Insurance Committee asserted that the case did not come within the regulations by which payment could be made under MC3 in the case of emergency, and contended that payment could only be recommended under the regulations relating to temporary residents. The member laid the matter before the Society, and the questions were submitted to the solicitors, who advised that apparently the member's Insurance Committee had placed their own interpretation upon the scheme under the new Medical Benefit Regulations providing for emergency treatment, and as no definite understanding was arrived at with the member's Insurance Committee, the matter was taken up direct with the Ministry of Health, as a result of which the Ministry, by a circular letter dated April 12, 1921, sent to the Insurance Committees relative to emergency treatment and payment of fees for anæsthetic, in effect adopted the views contended on behalf of the member.

A member, a Panel practitioner, practising in the country, had a complaint brought against him by the widow of a Panel patient alleging that he had refused to attend when summoned in an emergency, and

on a second occasion had refused to attend when sent for. A copy of the complaint was duly sent to the member, who replied to it in detail. He did not attend the hearing of the Medical Service Sub-Committee, as he had considered his written explanations were amply sufficient. The report of the Sub-Committee made in the member's absence accepted the statement of the complainant and her witnesses, and the Insurance Committee decided that the conduct of the member had been such as to afford his Panel patients grounds for desiring to be removed from his list, that any such patients could transfer from his list without further inquiry within a period of six months, and that they should be given notice to this effect. On receiving this decision the member resigned his position as Panel practitioner and brought the facts to the notice of the Society. The Council after inquiry decided that the member should be supported on appeal, both on the facts of the case and as the questions arising were of importance to the medical profession generally. The appeal was strongly contested by the members of the Insurance Committee, and there was a lengthy hearing, at which Counsel was instructed on the member's behalf. The Ministry allowed the member's appeal.

A member was subpoenaed to give evidence on behalf of a petitioner in the Divorce Court with regard to his treatment of the respondent for venereal disease. He immediately reported the matter to the Society asking for its support in his contention that he was bound by professional secrecy not to disclose knowledge he had obtained in attendance upon a patient. Within a few hours of the matter being brought to the attention of the Society the member received notice that his attendance would be required on the hearing of the case the next day. Although the Society was advised that the member or any other medical man in a similar position could not claim privilege, the question was considered by the Society to be of paramount importance to the profession, and that any means of obtaining publicity of the matter was in the interests of the profession generally. The Society's solicitors were accordingly requested to instruct a leading K.C. to represent the member on his being called to give evidence, with a view to forcing, if possible, a discussion in Public Court and obtaining publicity. Though it was appreciated that with the law as it stands the judge could not uphold a claim that the member was a privileged witness, a strong case for the purposes of argument was prepared, and in the preparation thereof the Ministry of Health rendered interested assistance, though it could not identify itself officially in the matter. On the member being called upon to give evidence, the Counsel instructed claimed leave to intervene on the member's behalf and sought to argue the matter, but after a discussion between the Judge and the Counsel, the Judge refused the right of the member to be legally represented, and the member was directed to give his own reasons for objecting to give evidence. The member's objections were not allowed, and he had to give evidence or be committed for

contempt of court. Publicity was, however, obtained with regard to the matter, and helped to stimulate the growing feeling that modification of the law regarding this important question is desirable.

A member holding the appointment of Medical Officer to a Venereal Clinic in a provincial town was, shortly after the last-mentioned case, subpœnaed to produce in certain matrimonial proceedings the records relating to a person attending the clinic. The member sought the Society's advice as to whether he could resist the subpœna, and, if he could not resist, whether he was entitled to claim an expert witnesses' fee. He was advised that he could neither resist the subpœna nor claim anything beyond the ordinary scale fee for a witness. The matter was, however, reported to the Ministry of Health, and the Ministry confirmed the Society's advice that as the law stands at the present time the member could be compelled to answer to his subpœna and produce the records.

A dental member practising in the country was sued in the County Court for damages for negligence in that he had caused a fracture of a patient's jaw. The member was defended by the Society, and after inquiry into the plaintiff's allegations they were found to be of no substance, this fact being corroborated by expert evidence. The evidence obtained was made known in confidence to the plaintiff's solicitors, and, as a result, the case on being called for hearing was withdrawn and an order for costs made against the plaintiff. Owing to the plaintiff's lack of means the costs were not obtainable.

A dental member was alleged by a patient to have caused a perforation of her antrum. The facts were very carefully considered by the Society's dental experts, and though they were unanimously of opinion that there had been no negligence, the Council, being satisfied that the claim was an honest one, and that from the nature of the case there might be a difficulty in satisfying the Court on the technical questions involved, considered that in all the circumstances a compromise was desirable, and after negotiation a solatium was agreed upon and all charges of negligence were unreservedly withdrawn by the patient.

A dental member was sued in a local County Court on many charges of negligence, including fracture of the jawbone. After inquiry the Council was satisfied that the allegations were ill-founded, and took up the case on behalf of the member, and as a result the plaintiff's proceedings were discontinued at an early stage.

These only form a few instances out of a large number of cases upon which the Solicitors were called upon to advise, or in which actions were pending in the courts.

The Council appreciates the skill and energy with which Messrs. Le Brasseur & Oakley conduct the legal work of the Society.

Negligence or Unskilfulness.

A large number of charges of negligence and unskilfulness are dealt with by the Society for its members every year. Many of them are mere excuses for not paying for medical services, or pretexts for attempts to extort money. Some are due to misunderstanding or mistaken ideas. It is rare for them to have solid foundation.

A member received a letter from the husband of a patient accusing him of responsibility for the death of the patient from puerperal infection a month after the birth of twins, when she was attended in her confinement by the member concerned. The husband was informed that he had no grounds for making so serious a charge against the doctor, but that he ought, on the contrary, to be grateful to him for his skill and care. Nothing more was heard of the complaint.

A claim for damages was made against a member by a lady patient on the ground that a miscarriage had occurred as a result of medicine prescribed without recognition of her being pregnant. The patient's solicitor was informed that the treatment was quite proper, since, although in larger doses the medicine might be capable of producing a miscarriage, yet in the doses prescribed they were suitable remedies for the prevention of abortion. After some correspondence the claim was dropped.

A member complained of letters written by a patient to his employer representing that a fractured clavicle from which he had suffered had been badly set. The patient was informed that his statements were without justification, and he was asked for an explanation. After some correspondence the patient gave his assurance that he cast no reflection whatever upon the doctor, and under the circumstances no further steps were taken.

The father of a patient claimed damages from a member, alleging that he had negligently failed to make a diagnosis of diphtheria in the case of his daughter, who afterwards died of that disease. The claim was repudiated, and the father was informed that the Society's solicitors would accept service on behalf of its member. Nothing more was heard of the claim.

A man who had been treated after *x*-ray examination by a member for a fracture of the wrist refused payment of the fees charged. It was said that the condition had not been actually determined, and that a certain amount of numbness had resulted from injury of the median nerve. As a result of action by the Society the patient agreed to pay the account.

A member applied to the Society in reference to letters received by him from a former patient who had been operated on for floating kidney. She complained of the conditions following the operation, and claimed compensation. She was informed that the doctor was not in any way to blame and could not accept any liability. She

appeared not to be convinced by the explanations given to her, but took no steps to enforce the claim she had made.

A complaint was made that a member had failed to recognize a fractured bone in a school-child. It was explained to the solicitor of the complainant that the doctor was not to blame, and that no harm whatever had resulted from his failure to recognize a greenstick fracture, which produced no displacement. Nothing more was heard of the complaint.

The treatment of fractured bones gives rise to many claims for damages every year, and members are strongly advised to insist as early as possible upon an *x*-ray examination in all cases where a fracture or dislocation has been, or may have been, sustained. When this is refused, or omitted, for any reason, a member should provide himself with clear evidence—preferably in writing—to prove that he was not responsible for the neglect or omission.

Libel and Slander.

Medical practitioners are, more than most people, subject to annoyance and injury from libel, slander, and mischievous gossip. In the case of idle gossip, the nature of which is evident to reasonable people, members are strongly recommended not to be too sensitive, and not to increase the mischief that arises from such gossip by giving to it an importance which it does not deserve. When serious statements are made, imputing to a medical man disgraceful or criminal conduct, malpractices or professional incompetence, the authors of them should, of course, be dealt with promptly and firmly. Members are strongly urged to refer all libels and slanders to the Society before dealing with them in any other way. A large number of cases are dealt with every year.

It may be pointed out that medical men are themselves liable in the course of their professional employment to be charged with libelling and slandering others.

Slanderous statements were made by a patient against a doctor who had treated her for a skin affection caused by the excessive use by the patient of a proprietary ointment. The patient's recovery not being as quick as she wished, she gave up the doctor and had recourse to quack treatment. She was written to in regard to her slanderous remarks, and replied defiantly. After further correspondence she signed a full apology and an unreserved withdrawal of her accusations, with authority to the member to show the apology to anyone to whom he thought it should be shown.

Charges were made against a member by the secretary of a society accusing him of negligent treatment of a case of ophthalmia neonatorum. The secretary was written to, and the apparent recklessness with which unfounded charges had been made was pointed out. After some correspondence, the accusations were withdrawn and an apology offered and accepted.

A letter was written by a medical man accusing a member of the Society of adopting unprofessional methods of enticing patients of the writer to become his own patients. The libellous nature of his letter was pointed out to the medical practitioner, and after a little correspondence he withdrew his accusations and the member accepted his withdrawal and explanations.

A member complained of a slander affecting the moral character of himself and a lady relative. The lady who had thus slandered them was written to, and she withdrew and apologized for what she had said. No further action was considered necessary.

Medical Ethics.

Instances have been brought to the notice of the Society in which offers have been made to medical practitioners to give them a commission on the sale of instruments recommended by them to patients. There are difficulties in the way of prosecuting persons making such offers of commission, but under no circumstances should such be entertained by doctors.

Members were advised that an offer of payment made widely and promiscuously to medical men, for reports on the clinical value of a commercial article, ought not to be accepted by them. Such reports differ greatly in their ethical aspect from the careful scientific analysis and reports which may properly be given by competent experts.

A member was advised that when a practitioner attended to the patients of another practitioner while away on his holiday, he ought not to accede to the request of a patient to continue as attendant after the return of the usual medical practitioner. The member was further advised that where a patient absolutely refused to return to the original attendant, the practitioner acting as locum tenens should communicate with the practitioner for whom he had been acting, and the latter should not unreasonably refuse his consent to the locum tenens accepting the patient under those circumstances. Where a patient was recommended to the locum tenens by a patient of the doctor for whom he was acting, he would only be under the obligation of declining to attend that patient, on the return of the principal, if it was quite evident that but for his absence the patient would have gone to him and not to the practitioner acting in his place.

A member was advised that he was under no obligation to refuse to give evidence in an action for damages against a fellow practitioner, but that he should, of course, give his evidence perfectly fairly and without any bias. He was reminded that it was quite possible that his evidence, given impartially on the side of the plaintiff, might do good rather than harm to the medical defendant. It was important to avoid the giving of evidence with a view to the success of the side which had called him, as some experts appeared occasionally to do.

National Health Insurance.

Members frequently require advice and assistance in regard to difficulties and troubles arising out of practice under the National Health Insurance Act. Complaints affecting the professional character of medical practitioners under the Act are, as might have been expected, not infrequent. In the preliminary inquiries by the Insurance Committees into complaints, legal representation is not permitted, but there is nothing to prevent this Society from giving advice and assistance.

Complaints by Panel patients to the "National Health Insurance Committees" are very frequent, and when the doctors concerned receive copies of the complaints made against them, with a request for their replies, it is of the utmost importance that the accusations should be effectively dealt with from the first. Consequently the Society is often appealed to for assistance in the preparation of replies to complaints made in this way against members. Many cases of the kind have been dealt with by the Society during the past year. In some cases the charges were based on absolutely false statements, the objects being either to obtain repayment of fees needlessly paid to other doctors or to avenge the refusal of the Panel doctor to assist by his certificates unjustified claims for sick pay.

A member applied to the Society in reference to a complaint made against him by the employer of a Panel patient to the local National Health Insurance Committee. He was advised as to his reply to the complaint. Subsequently an inquiry was held, and the member was further advised as to his defence. The result was satisfactory, the complaint being shown to be altogether baseless.

A complaint was made against a member by a Panel patient to a County National Health Insurance Committee. A full reply to the complaint was drafted and forwarded by the member to the Committee. The complaint was dismissed.

Professional Secrecy.

It is the duty of a medical adviser to keep secret all matters concerning his patients which become known to him in his capacity of doctor. Nothing should induce him to disclose what, in his professional capacity, has come to his knowledge, unless he first has the consent of his patient to the information being given, and the patient's consent ought, if possible, to be in writing and signed by the patient.

The rule of absolute secrecy as regards what comes to a medical man's knowledge professionally should be observed almost without exception. Where, however, a medical man by keeping silent becomes passively acquiescent in the intended perpetration of a crime, the carrying out of which he can effectively stop if he reveals what he knows, then he should make it clear to his patient in the first instance that if the crime is persisted in it will be his duty to break through the rule of secrecy.

The London & Counties Medical Protection Society, Limited.

Registered Office : 32, Craven Street, Strand, London, W.C. 2.

Telegraphic Address : "Medicavero Westrand," London. Telephone : "Central 5098."

With
the General Secretary's
Compliments.

The Council considers that it is the duty of a medical man *not* to disclose the nature or circumstances of the disease or illness from which his patient is suffering unless he is satisfied that the inquiry is made by a near relative who has a bona fide obligation to maintain the patient or to assist in securing the comfort or the recovery of the patient. Such disclosure is not to be made in any case where the patient is able to consent and has not actually consented. This rule does not apply when there is a statutory obligation to disclose (this includes insanity and notifiable diseases), or where the disclosure is ordered by a competent Court of Law.

The husband of a patient refused to pay a member's account for medical attendance on his wife unless he were told the nature of his wife's ailment. The member was advised that he must not give this information to the husband, who was written to on the subject. The account was paid.

A member asked how far a doctor might be liable for betrayal of professional secrets by a nurse employed by him and having access to confidential information about patients. He was advised that if a doctor used every proper care to prevent such betrayal he could not be held responsible for the wrong-doing of his employee.

A member received a letter from a Provident Society asking him if the wife of a deceased patient had been justified in a statement made by her to the effect that her husband was in good health. The member was advised to ask the widow if she wished him to reply to the letter, and that if so he could do so without informing her of the nature of his reply.

A member was subpoenaed to give evidence in a divorce case in which both husband and wife were his patients. He was advised to give no information beforehand to the solicitors of the patient, who had not authorized him to do so, and to object as far as possible to giving evidence in court of matters coming to his knowledge professionally about the patient who did not wish him to do so or had not consented to his doing so. He could not object to giving evidence in regard to the patient who wished it.

A member received a letter from an Insurance Society requesting him to give further information as to a patient whom he had certified as suffering from epididymitis, in reference to the question of its possible gonorrhoeal origin. On the doctor's behalf the Insurance Society was informed that he could give no further information without the written authority of his patient, and that on receipt of such authority he would forward a report for a proper fee.

In a case of abortion where there is reason to suspect that it is the result of a criminal act, members should, in the event of the patient's dying, decline to furnish a certificate of death.

The solicitors of a patient complained of a member that he had made a wrong diagnosis of pregnancy in the case of a patient suffering from ovarian tumour, and that he had, in violation of medical secrecy,

informed a relative of the patient as to his opinion of the lady's condition. An explanation was forwarded to the solicitor, and the doctor's expression of regret was accepted by the patient.

Medical Fees.

This Society does not collect fees, nor take any steps to recover professional fees for its members. Advice is, however, given on difficult questions in regard to fees, such as arise in matters touching the liability of various persons, or public bodies, to pay for medical services. When payment of fees is refused on grounds seriously affecting a doctor's character, the matter should of course be referred to the Society.

Members frequently consult the Society in regard to the liability of employers to pay for medical attendance on their employees. They are advised that employers, under ordinary circumstances, are only liable to the doctor for medical services to those employed by them if the employers have definitely accepted such liability.

A member complained that fees charged by him as a consultant had been found fault with as excessive by the ordinary medical attendant, and as a result their payment was refused. The member was advised how to reply to what had been said by the medical attendant. After some correspondence the consultant's fees were paid, with a small reduction, to which he agreed.

A member was advised that where it was decided to make a substantial increase in the scale of fees charged, the patients ought to be informed of this beforehand, as otherwise it might be difficult to enforce payment of fees on a scale higher than that which the patients had previously been accustomed to pay when they consulted the doctor.

A member was informed that he could not charge interest on the amount of an account left unpaid for an unreasonable time, his legal remedy being to enforce payment of the account at any time he chose after it became due.

A member was advised that he could not recover his fee for a certificate of incapacity for work from the employers of a man examined by him and reported upon, without an authority for this purpose from the employers, who had merely asked the man to send them a medical certificate. The patient himself was, of course, liable.

Partners, Assistants, and Locum Tenentes.

Many of the difficulties and disputes which arise between partners or between principals and assistants can be amicably adjusted without either litigation or arbitration, if they are referred to this Society. When matters in dispute are merely pecuniary, this Society does not undertake legal proceedings on behalf of members, but it may do so in suitable cases when the professional reputation of members is involved. In all such disputes, if both parties agree to accept the

decision of an arbitrator appointed by the Council of the Society, the disputes can be authoritatively settled, with costs not so high as would probably result from litigation.

In several instances during the past year the Society has been able to bring about friendly settlements of differences between medical men, arising out of partnership disputes, without the expense of even a formal arbitration, and advice has been given in regard to various difficulties and complications.

A member was advised that he would not be liable for any accident to a locum tenens arising out of his work, since the salary was considerably above the rate of £250 per annum, and therefore the Workmen's Compensation Act would not apply to him.

Notification of Birth and Infectious Diseases.

The notification of infectious diseases does not now give rise to so many difficulties as it used to do some years ago. Errors of diagnosis are still, however, a source of claims and accusations against doctors ; but even when there can be no doubt that an error of diagnosis has occurred, no liability devolves upon the notifying doctor if he has used reasonable care and skill, and has stated what he honestly believes as to the nature of the ailment. Even though a cursory examination may be sufficient to make the experienced physician sure as to the nature of a disease, yet it must be remembered that if a legal investigation takes place, the details of the procedure of the doctor in examining the patient will be of the utmost importance if want of care is alleged. Notification of childbirth has been required of medical men as a compulsory duty without fee, and has caused them much annoyance. If the doctor does not notify, he should, unless he is willing to render himself liable to a penalty, take care to have reasonable grounds for believing that notification of the birth has been given by some other person, and he should be in a position to prove that he had reasonable grounds for his belief.

A member inquired whether a doctor had to prepay the postage of a notification of an infectious disease posted to an M.O.H., and whether the latter had a right to refuse to accept the notification unstamped. The member was advised by the Society's solicitors that he must prepay the postage, as that mode of delivery was only permitted for the convenience of the notifying doctor, in order to save the trouble of a personal delivery. There has, however, been no legal decision on the point.

Advertising and Touting.

Cases of touting or advertisement which appear to come within the terms of the notice of the General Medical Council are referred to that body by the Society on complaint by members. In cases which do not come altogether within the wording of the above notice, steps are taken to discourage such procedure.

A member complained of the use of his name in advertisements of a commercial article. The proprietors of the advertised article were communicated with, and they agreed to withdraw all the advertisements complained of.

A member asked whether he ought to permit patients to be sent to him by an advertising optician in the neighbourhood. He was advised that he was entitled to see patients, no matter who sent them to him, but that no one should be allowed to "tout" in any way for a doctor, and under no circumstances should anything in the nature of commission or recompense be allowed by the doctor to anyone who sent patients to him. He was also reminded that nothing must be done by a medical man that might in any way help to enable an unqualified person to perform duties requiring medical skill and knowledge.

Buying and Selling Practices.

The Society does not assist its members in buying or selling practices ; but advice is given, when asked for, in regard to the more serious difficulties and disputes which may arise when the goodwill of practices is transferred, provided the difficulties and disputes concern matters of professional interest and importance and are not merely pecuniary in their character. The Society does not undertake to investigate the bona fides or value of practices offered for sale ; nor does it undertake for its members litigation arising out of the buying and selling of practices, unless a member's professional character is involved. Disputes between members of the Society, or between members and others who are not members, can be arbitrated upon at a moderate cost by an arbitrator, or arbitrators, appointed by the Council of the Society.

A difficulty having arisen between two medical practitioners in regard to the interpretation of a clause in an agreement between them, the difficulty was discussed with the two doctors, with the result that it was satisfactorily disposed of without the need of arbitration or litigation.

A member asked whether or not he was liable to pay commission for the sale of a practice which was not in fact sold. He was advised that he would be liable for commission only if the agents had found for him a suitable purchaser willing to accept the terms offered and the sale failed to be effected because of the vendor's deciding not to sell without adequate grounds.

Coroners' Inquests.

Medical men are frequently involved in difficulties connected with coroners' inquests. Many coroners are scrupulously just to medical practitioners who appear before them ; for the coroner knows that the reputations of the doctors are very readily affected

by what occurs at inquests. Unfortunately some coroners (and more coroners' juries) treat medical witnesses and medical evidence in a manner which is neither considerate nor just. Advice and assistance, when asked for in this connection, are given by the Society to its members. In most inquests at which a doctor's treatment is called in question there is, however, nothing to be gained by legal representation of the doctor. The "riders" to the verdicts of coroners' juries have no legal value. They are often unjustly defamatory opinions expressed in an irregular way under the protection of privilege. They cannot be quashed in the higher courts, as improper verdicts can be, and the only remedy is to contradict or criticize them in the public press if they are deemed worthy of notice.

A patient having died of puerperal fever, the relatives and others blamed the member in the matter, and an inquest was held. The member was fully advised in the matter, and at the inquest the Jury found that there was no fault on his part.

A member complained of not receiving his fee for giving evidence at an inquest, the person dying under his charge in a hospital supported by compulsory payment from workpeople. He was advised that as the hospital was entirely supported by the subscriptions of members thereof, and the work of the hospital was limited to such members, the hospital was not within the meaning of Section 22 of the Coroners Act, and that he appeared to be entitled to his fee.

Medical Certificates.

Medical certificates are so frequently required for one purpose or another, that there is a danger of their being too readily given by medical men. Too great care cannot be exercised in giving medical certificates, if they are to retain the consideration which is usually accorded to them. In no circumstances should a doctor sign a certificate containing any important statement based merely upon hearsay. In giving certificates of sickness, medical men should not state the nature of the disease without the express permission of the patient or his legal representative or unless required to do so as a statutory duty. Accurate counterfoils or other records of all certificates should be kept. In the body of the certificate the use to which it is intended to be put should be stated, so that misuse of it may be prevented.

A member received an abusive and threatening letter from the relative of a patient certified by him as a lunatic, and who had died a fortnight after admission into a private asylum. The writer of the letter was communicated with and admitted that her letter was not justified. She was warned that she must not write such letters, and no occasion arose for further action.

A member received from an insurance agent a request to change in a certificate the statement made as to the duration of the ailment from which an insured woman had suffered, so as to enable her to

obtain money claimed by her. The member was advised as to his reply to the insurance agent, but it was pointed out to the member that the letter could not be regarded as suggesting that a false statement should be made, and that if the duration of the disease had in fact been quite uncertain it might be possible to qualify the original statement by indication that the duration mentioned was uncertain.

Medical Evidence.

A medical man must obey a subpoena or witness summons in a criminal case. In a civil case, if served with a subpoena accompanied by conduct money, he cannot safely be absent from court. Advice is often given to members of the Society in reference to various difficulties which arise in connection with giving evidence in courts of law.

It very frequently happens that, as a preliminary to their being called as witnesses in accident cases, doctors are asked to furnish the solicitors of the patient with a report of the patient's condition, etc. In many instances the doctor subsequently finds himself unable to obtain payment of his fee for making such report. A medical man should therefore, before making an examination and report in such cases, insist upon his fee being paid beforehand or adequately guaranteed by the solicitors. He should also insist upon an agreement and suitable security for the payment of a proper fee for each day's attendance in court, whether or not he is required to give evidence.

Poor Law Medical Officers and Public Vaccinators.

Poor Law Medical Officers and Public Vaccinators are very much exposed to attacks of one kind and another. Charges against them in their professional capacity are in most cases made under conditions which afford to the accuser the protection of "privilege," and so render it necessary to prove malice in order to succeed in an action for libel or slander. In such cases it is often difficult to find any useful and available remedy. Some newspapers, however, are not content with their power of reporting scandalous and untrue accusations made by members of Boards of Guardians, but they add to the injustice by their sensational headlines and exaggerated comments. In such circumstances effective action is sometimes possible.

A member applied to the Society in reference to his claim for compensation in respect of his loss of a post as Medical Officer to a Union Infirmary owing to the transfer of the Infirmary for other purposes. He was advised that as he still remained in the employment of the guardians in another capacity he appeared to be only entitled to a return of his contributions to a superannuation allowance, and to any grant not exceeding two years' salary which the Guardians might allow him with the sanction of the Ministry of Health.

A member was advised that he was entitled to payment by the Guardians for re-vaccination of persons over 10 years only if they had not been re-vaccinated for the last ten years, or where he had done so by special instructions of the Guardians.

Unqualified Medical Practice.

In the present unsatisfactory state of the law, the Society is unable to do as much as could be wished in the way of suppressing unqualified practice. It is not thought desirable to spend the income of the Society in attempts—the success of which is improbable—to protect the public against the pernicious quackery which in this country is so jealously guarded, not only by the poor and ignorant, but perhaps even more so by the rich and educated. Where, however, the law provides a trustworthy remedy against unqualified practice, the Society is always ready, on the request of a member backed by sufficient evidence, to put the law in motion. Any opportunity of improving the existing laws regulating medical practice will be welcomed by the Council of the Society, and advantage taken of it.

A member was advised that he could not consistently with humanity allow a patient's life or health to be placed in jeopardy by his refusing to attend in an emergency because an unqualified practitioner had been in attendance. It would, however, be his duty to refuse absolutely to attend until the services of the unqualified practitioner had been dispensed with, and to do nothing which could in any way assist or encourage the unqualified practitioner in carrying on practice. Where death occurred in such a case, and it appeared probable that the fatal issue had been brought about either by the ministrations of the unqualified practitioner, or by the neglect to obtain properly-skilled attention, an inquest ought to be held.

Miscellaneous Matters.

A considerable number of matters are dealt with every year which do not readily fall under general headings, but which nevertheless come within the scope of the Society. Occasionally applications which have no connection whatever with medical practice are received from members. Such applications are of course refused. The Memorandum of the Society has been considerably amplified, and gives in detail the objects for which the Society is established and for which alone its funds can be employed. If members will make themselves acquainted with the objects of the Society, it will prevent disappointment.

A member complained that an Approved Society, which used to send him cases for examination for life insurance, now instructed their collectors not to do so. He believed there was no good reason for this, but a letter of inquiry had been ignored. He was advised on the

subject, with the result that he ascertained that he had been accused of being drunk when examining a case. He was able to clear himself satisfactorily of the charge, with the result that the instructions not to refer cases to him were withdrawn.

A member was advised that he was entitled to deduct from income for income tax purposes his subscriptions to Medical Societies, but that he would not be allowed to deduct the expenses of travelling to attend Meetings of such Societies.

A member complained of a charge made by a local water works company for water used by him for making up medicines. He was advised to refuse to pay it and to maintain that position, keeping the Society informed if he heard any more of the claim.

Dental Practice.

The dental members of this Society apply for advice and assistance to about the same extent proportionately as medical members. Claims for damages on account of alleged negligence and want of skill form one of the largest and most important class of case referred to this Society by its dental members. In many cases, accusations of varied character are put forward as excuses for refusing to pay the fees charged. Slander and libel of dentists are frequent, though not so common as in the case of doctors, who are more exposed to libel and slander by the nature of their professional work. Disagreements often arise between dentists and their patients in regard to the supply and fitting of dentures, and unfortunately County Courts are not well suited for the settlement of disputes of the kind. Members of this Society are consequently glad of advice and help with a view to settling such disputes amicably, and without recourse to litigation. Difficulties between principals and assistants, between partners, and in connection with the transfer of practices, affect dental surgeons in the same way as doctors, and litigation is often avoided by the advice or mediation of this Society.

A dental member asked advice in reference to his liability for the loss of a denture in the post, only a part of the value of which was covered by the compensation received from the post office. He was advised that his patient would be entitled, under the circumstances, to claim from him the full value of the denture, but that he would be entitled to retain the part of the loss refunded to him by the post office.

A dental member was advised that a dental surgeon without medical qualification cannot be regarded as competent to administer general anæsthetics to assist a surgeon in operating, but might properly administer for him the usual dental anæsthetics, nitrous oxide, etc. It would be proper for a doctor to examine a patient, on behalf of a dental surgeon, as to his fitness for anæsthesia, and while a dental surgeon can properly give gas to a patient without the assistance of a medical practitioner, he ought, in any case of doubt, to have the

patient examined beforehand by a doctor, as not being himself competent to diagnose conditions which might render anæsthesia unsafe.

A patient claimed to be reimbursed by a dental member for fees paid by him to a doctor in consequence of hæmorrhage from which he suffered after tooth extraction. The patient was informed that as the tooth extraction was carried out quite carefully and skilfully, the dentist could not accept liability for the expense of the subsequent medical attendance. The claim was not pressed.

A dental member received a demand from a patient that he should pay another dentist for his services to the patient, which it was alleged were required owing to the unsatisfactory work done by him. It transpired that the work done by the dental member had been condemned by the subsequent dental adviser, but after a little correspondence the patient did not persist in the claim.

A lady complained that a dental member had not drawn the teeth she told him to draw, but others, and claimed damages. Her solicitor was informed that the dentist had used a proper discretion in extracting the teeth that he thought ought to be extracted, and had previously explained matters fully to his patient and her husband. Nothing more was heard of the claim.

Proceedings were threatened against a member on account of fracture of a patient's jaw in tooth extraction. The jaw was subsequently found to be affected by a growth and disease. It was explained that there had been no want of care or skill on the dental surgeon's part, and the claim was not taken into court.

A dental member was advised that a father was responsible for fees for dental treatment of a child under 21, provided the treatment had been necessary and no expense incurred beyond the reasonable pecuniary means of the father, even though his direct authority had not been obtained.

A patient complained of suffering from "poisoned gum" after tooth extraction. It was explained to him that the dental surgeon was not in any way responsible for the trouble from which he had suffered, and no further action was taken.

A dental member received an offensive letter from a patient returning a plate and antrum tube made for him by the member, saying that they were hopelessly defective. The complainant was informed that any little adjustment required would be made if the opportunity was afforded, but that the account must be settled. After correspondence the fees were paid and the matter satisfactorily disposed of.

A letter was received by a dental member in reference to slight bruising of the lip of a patient in tooth extraction, and subsequently a letter was received from her solicitors making a claim for medical expenses, etc. Liability was repudiated on the member's behalf, and no steps were taken to enforce the claim.

Financial Statement.

1. The annual subscription to the Society is 20/—, and there is an entrance fee of 10/—, which is credited to the Society's Reserve Account.

2. The Society assumes responsibility for all *costs of the defence* of a member when the defence has been undertaken by the Society on the grounds that the member has been attacked unjustly, or accused falsely, or interfered with, or injured otherwise in the course of the proper conduct of his professional work. The Society also, subject to the terms of the Articles of Association, insures members up to an amount of £3000 for any one member in any one year, and up to an aggregate amount of £24,000 for the whole Society in any one year, against the payment of *cos's of the other side and against damages awarded consequent to an adverse verdict* in any case which has been undertaken and carried to a conclusion by the Society.

3. The funds of the Society are administered under three separate accounts :—

No. 1 (GENERAL ACCOUNT), which is credited with 12/— out of every annual subscription paid, together with monies received for advertisements in the annual reports, etc., and any dividends from money invested temporarily from the Account. This Account is charged with all expenses of administration, including the cost of legal defence of members.

No. 2 (SPECIAL INSURANCE ACCOUNT), which is credited with 8/— out of every annual subscription paid, together with the dividends from the invested funds of the Account. Payment from this fund is made in settlement of adverse costs and damages awarded against members.

No. 3 (RESERVE ACCOUNT) is credited with all entrance fees, any donations received from members, and the dividends on investments of the Reserve Fund.

4. The Council are able to report a very satisfactory financial position, with a considerable increase of the resources of the Society during the year under review. The following figures show the state of the several accounts as at the end of each of the last three financial years. It may be explained that during the period there has not been any money received for advertisements in the annual reports. The expense of printing during the war and immediately afterwards necessitated a modification of the usual form of the annual report, which did not permit the insertion of advertisements.

General Account.

	1919			1920			1921		
GENERAL ACCOUNT.	£	s.	d.	£	s.	d.	£	s.	d.
By proportion of subscriptions credited for year	2688	5	0	2922	10	0	2966	10	0
„ proportion of subscriptions paid in arrear	155	10	0	108	10	0	234	0	0
„ dividends on investments ..	88	17	11	91	2	8	64	17	3
„ amount transferred from Insurance Account	284	5	0	303	5	0	640	14	0
„ profit on realisation of temporary investments ..	—			—			25	4	0

Reserve Account.

RESERVE ACCOUNT.	£	s.	d.	£	s.	d.	£	s.	d.
By donations	107	7	4	55	13	0	55	4	9
„ entrance fees	293	10	0	336	0	0	239	10	0
„ dividends on investments ..	242	4	8	269	8	6	294	10	9
By income to General and Reserve Accounts	3859	19	11	4086	9	2	4516	10	9
To ordinary expenditure for the year	3242	4	9	3991	6	3	4329	10	0
Surplus on the year's working, exclusive of surplus on Insurance Account	617	15	2	95	2	11	187	0	9

Special Insurance Account.

	1919	1920	1921
	£ s. d.	£ s. d.	£ s. d.
By proportion of subscriptions credited for year	2687 15 0	2922 10 0	2966 0 0
„ proportion of subscriptions paid in arrear	156 0 0	108 10 0	234 0 0
„ dividends on investments ..	684 6 2	787 6 4	894 4 2
By income to Insurance Account	5328 1 2	3818 6 4	4094 4 2
To expenditure by Insurance Account	1479 17 0	1400 16 8	949 8 8
Surplus on the year's working ..	2048 4 2	2417 9 8	3144 15 6

5. The following figures show (i) the total surplus of annual income over annual expenditure for each of the last three years, and (ii) the total increase in the funds of the Society for the same periods. In estimating the total Surplus Funds of the Society, the invested funds for 1919 and 1920 have been taken as at their market value on the 31st December in each year. For 1921 the invested funds have been taken at the value to which they had been written down on the 31st December, 1920. Thus, whilst the invested funds appear in the Balance Sheet as at a valuation of £28,929/2/11 their actual market price as on the 31st December, 1921, was £31,656/5/2.

(i) Total Surplus of Income over Expenditure.

	1919	1920	1921
	£ s. d.	£ s. d.	£ s. d.
To General and Reserve A/cs	617 15 2	95 2 11	187 0 9
„ Special Insurance Account	2048 4 2	2417 9 8	3144 15 6
„ Surplus	2665 19 4	2512 12 7	3331 16 3

(ii) Total Surplus Funds of Society as at the End of Each Year.

	1919	1920	1921
	£ s. d.	£ s. d.	£ s. d.
To General Account ..	2435 13 4	1755 3 11	1356 19 2
„ Reserve Account ..	6355 7 1	6515 12 11	7073 6 8
„ Special Insurance Account	17034 10 8	17898 3 1	21042 18 7
„ Surplus	£25825 11 1	£26168 19 11	£29473 4 5

6. The financial resources of the Society, available for the protection of the professional interests of its members, may be summarised as follows, on the basis of the financial circumstances shown in the audited Balance Sheet for the year ended on the 31st December, 1921 :—

	£	s.	d.
By cash surplus, as shown on page 21	29473	4	5
„ amount re-insured with Lloyds' Underwriters in respect of any sum in excess of £4000 and not more than £24,000 which the Society may have to pay by way of adverse costs or damages out of the Special Insurance Fund in any one year	20000	0	0
„ an amount (not exceeding 10/- per member in any one year) available by "call" on the members of the Society, under Article 7 of the Articles of Association	3235	0	0
„ amount (not exceeding £1 per member) which may be called up in the improbable event of the winding-up of the Society	6470	0	0
	<u>£59178</u>	<u>4</u>	<u>5</u>

7. Four hundred and ninety-four new members have been elected during the year, including 15 former members who rejoined after the War. On the 31st December, 1921, the number of members who had paid the subscription due for the year 1921 was 5932, whilst there were 125 other members who, being less than one month in arrear, were still in benefit. The number of members entitled to benefit on the 31st December, 1921, was 6240. In addition to these there were 230 members who, being more than one month and less than 12 months in arrear, were out of benefit. During the year the Society has lost 62 members by death, 84 have resigned, mostly on account of retirement from practice, and 40 have been removed under Article 8.

DONATIONS.

The Council acknowledge, with thanks, the following Donations received during 1921.

	£	s.	d.		£	s.	d.
Bayfield, Dr. J. B. ..	1	1	0	Ingram, Dr. P. R. ..	21	0	0
Bolton, Dr. D. L. E. ..	1	1	0	Lane, Dr. S. A. ..	1	0	0
Clarke, Dr. Ernest ..	1	0	0	Larkin, Dr. Reginald ..	1	1	0
Cowell, Dr. A. R. ..	0	10	0	Mills, Dr. H. H. ..	0	5	0
Currie, Dr. A. S. ..	0	10	0	Morier, Dr. C. G. D. ..	2	2	0
de Mierre, Mr. A. ..	5	5	0	Pulford, Mr. F. Gordon ..	0	10	6
Dunlop, Mr. H. ..	0	10	0	Robertson, Dr. W. I. ..	1	0	0
Dunstan, Dr. R. ..	0	5	0	Sievers, Mr. F. W. ..	0	5	0
Falconar, Dr. H. B. ..	0	10	0	Stewart, Dr. Howard ..	1	0	0
Fawcett, Dr. John ..	1	0	0	Stewart, Dr. R. ..	0	5	0
Gallie, Dr. W. M. D. ..	0	10	0	Thurnell, Dr. H. L. ..	0	5	0
Gordon-Watson, Sir C. ..	2	2	0	Various Small Sums ..	6	9	9
Hall, Dr. W. ..	0	5	0				
Hyde, Dr. R. H. ..	0	10	6				
Ide, Mr. H. ..	1	2	0				
					<u>£51</u>	<u>4</u>	<u>9</u>

Dr.

INCOME AND EXPENDITURE ACCOUNT. For the year ended 31st December, 1921.

Cr.

	£	s.	d.	£	s.	d.
To General Secretary's Remuneration	1,026	0	0			
" Financial Secretary's Remuneration	210	0	0			
				1,236	0	0
" Office Expenses :—						
Rent	121	13	11			
Clerks' Salaries	646	7	0			
Postages	101	0	5			
Petty Disbursements and Bank Charges	38	9	8			
Audit Fee	26	5	0			
Printing and Stationery	147	18	9			
Cleansing, Coal and Light	38	5	3			
Telephone Rent	7	19	10			
Clerks' Superannuation Insurance	70	1	2			
Fees and Expenses of Members of Council	322	6	6			
				1,520	7	6
Legal Expenses				1,216	8	7
" Organisation Account :—						
Cost of Circularing and Advertising in Medical Publications—						
Printing and Stationery	107	9	2			
Stamps	64	2	0			
Advertisements	12	6	0			
				183	17	2
Income Tax				7	16	11
" Subscription to the Federation of Medical and Allied Societies	10	10	0			
" Transfer to Staff Benefit Fund	154	9	10			
" Balance carried to Balance Sheet..	1,356	19	2			
				£5,686	9	2
By Balance from 1920				1,755	3	11
" Subscriptions :—						
Arrears paid during 1921	234	0	0			
Subscriptions for 1921	2,966	10	0			
				3,200	10	0
" Dividends on Investments				64	17	3
" Amount transferred from Insurance Fund				640	14	0
" Profit on Realisation of Investments				25	4	0
				£5,686	9	2

	£	s.	d.	£	s.	d.
To Reserve Fund :—						
Sundry Creditors ..	..	34	11	8		
Balance at credit thereof ..	..	7,073	6	8		
					7,107	18
Insurance Fund :—						
Subscriptions paid in advance..		5	0	0		
Sundry Creditors ..	..	167	7	4		
Amount due to General Fund ..	..	160	14	0		
Balance at credit thereof ..	..	21,042	18	7		
					21,375	19
General Fund :—						
Subscriptions paid in advance..		6	0	0		
Sundry Creditors ..	..	35	6	3		
Income and Expenditure Account : Balance at credit thereof ..	..	1,356	19	2		
					1,398	5
Staff Benefit Fund :—						
Balance at credit thereof ..	..				157	2
						7

	£	s.	d.	£	s.	d.
By Reserve Fund :—						
Cash at Bank				0	0
£350 Union of S. Africa 6% Stock (1930/40)				345	16
£68 11s. 0d. Consols				30	16
£778 19s. 6d. 2½% Guaranteed Stock				350	10
£659 19s. 0d. 3½% India Stock				359	13
£752 6s. 5d. 3% Local Loans Stock				394	4
£300 4% New Zealand Cons. Stock (1929)				246	0
£281 1s. 1d. 4% Queensland Stock (1940/50)				181	5
£300 3% New South Wales Stock (1935)				186	0
£1,377 3s. 7d. 3% Transvaal Government Stock (1923/53)					846	18
£605 0s. 3d. 3½% London County Cons. Stock				344	17
£600 New South Wales Stock (1942/62)				396	0
£700 6½% New South Wales Inscribed Stock (1930/40)				692	18
£1,805 5s. 1d. 5% War Loan (1929/47)				1,498	7
£450 4% Registered National War Bonds				418	10
£1,200 Funding Loan (1960/90)					816	0
						7,107
Insurance Fund :—						18
Cash at Bank				167	12
£500 War Savings Certificates..	..				450	0
£9,165 15s. 0d. 5% War Loan (1929/47)				7,607	11
£1,600 6% Union of S. Africa Consolidated				1,563	6
£1,558 11s. 8d. 3½% India Stock				849	8

£2,000 3% Local Loans Stock..	1,075	3	0
£351 6s. 4d. 4% Queensland Stock (1940/50) ..	226	11	11
£1,000 4% New South Wales Stock (1942/62) ..	660	0	0
£743 0s. 10d. 3% Guaranteed Stock ..	364	1	9
£622 0s. 6d. 3% India Stock ..	295	9	3
£500 4% New Zealand Consoli- dated Stock, 1929..	410	0	0
£507 12s. 3d. 4% New Zealand Government Stock (1943/63)	350	5	0
£400 W. Australia Government Insc. Stock (1942/62) ..	264	0	0
£1,200 New South Wales 6½% Inscribed Stock (1930/40) ..	1,182	0	0
£3,650 Registered 4% National War Bonds (1927-8-9) ..	3,394	10	0
£3,700 4% Funding Loan (1960/90) ..	2,516	0	0
	21,375	19	11
			12 5

General Fund:—

Cash at Bank ..	603	3	11
£119 4s. 6d. 2¼% Guaranteed Stock ..	53	13	0
£406 1s. 10d. 4% New Zealand Government Stock (1943/63)	280	4	2
£300 Registered 4% National War Bonds ..	279	0	0
Cash in hand ..	21	10	4
Amount due from Insurance Fund ..	160	14	0
	1,398	5	5

Staff Benefit Fund:—

Cash at Bank ..	2	12	9
£251 4s. 2d. 3% Transvaal Government Stock (1923/53)	154	9	10
	157	2	7

£30,039 6 3

Report of the Auditors to the Members of the London and Counties Medical Protection Society, Limited:—

We have audited the Balance Sheet of the London and Counties Medical Protection Society, Limited, dated 31st December, 1921, as above set forth. We have obtained all the information and explanations we have required. In our opinion such Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Society's affairs according to the best of our information and the explanations given us, and as shown by the books of the Society. We have verified the Securities representing the Society's Investments, which are taken at the value as written down at 31st December, 1920.

DUNCAN, ALLWORTH & CO. (Chartered Accountants),
Auditors.

39, COLEMAN STREET, LONDON, E.C.2, 28th February, 1921.

C. M. FEGEN, Hon. Treasurer.

ALEX. G. R. FOULERTON, Financial Secretary.

£30,039 6 3

Dr. RESERVE FUND ACCOUNT. For the year ended 31st December, 1921 Cr.

	£	s.	d.	£	s.	d.	£	s.	d.
To Income Tax	27	11	9	..	..	..	6,515	12	11
" Balance carried to Balance Sheet	7,073	6	8	..	51	4	9	..	..
				..	239	10	0	..	..
				..	294	10	9	..	..
							585	5	6
							£7,100	18	5

Dr. INSURANCE FUND ACCOUNT. For the year ended 31st December, 1921 Cr.

	£	s.	d.	£	s.	d.	£	s.	d.
To Amount transferred to General Account	640	14	0	..	..	..	17,898	3	1
" Insurance Premiums	161	15	0	..	234	0	0	..	..
" Costs and Damages	16	7	4	..	2966	0	0	..	..
" Income Tax	130	12	4	..	..	..	3,200	0	0
" Balance carried to Balance Sheet	21,042	18	7	..	..	..	894	4	2
							£21,992	7	3

Dr. STAFF BENEFIT FUND ACCOUNT. For the year ending 31st December, 1921. Cr.

	£	s.	d.	£	s.	d.
To Balance carried to Balance Sheet	157	2	7	..	154	9
				..	2	12
					£157	2

IMPORTANT NOTICES.

Members are particularly requested to pay their subscriptions on receipt of the notices (sent to all members) informing them that their subscriptions are due. **WHEN MEMBERS ALLOW THEIR SUBSCRIPTIONS TO BE MORE THAN ONE CALENDAR MONTH IN ARREAR, THE COUNCIL IS IN THE PAINFUL POSITION OF HAVING TO REFUSE TO DEFEND THEM IN ACTIONS ORIGINATING WHILE THEY ARE IN ARREAR.**

Members wishing, from any cause, to discontinue their membership, must give two months' notice in writing to one of the Secretaries, and pay all calls or subscriptions accrued due from them to the Society. Merely falling in arrears with their subscriptions does not free members from any of their liabilities. It only suspends their privileges.

Each member of a medical partnership should become a member of the Society in order to give full protection to the firm ; but one partner only can become a member for his own personal protection in matters arising out of his own personal practice.

Members are defended in actions brought against them on account of work done exclusively by their qualified assistants only when the assistants are themselves members of this Society.

The scope of the Society is defined in the Memorandum and Articles of the Society, but, as the terms are necessarily difficult of application to individual cases, members are invited to ask for information on the subject in any cases in which they are doubtful. The Council of the Society, according to the Articles of Association, has absolute discretion to defend, or to decline to defend, any member in any case within the scope of the Society. The Society pays all the costs of its member (when it takes up a case), whether he be plaintiff or defendant, and whether he wins or loses. When the case is won the Society may recover some (though rarely all) of its costs from the adversary. When the member loses, the Society, subject to the provisions of the Articles of Association, pays all the member's costs, and such costs of the other side as the member may have to pay in consequence of losing the case, with any damages awarded against the member, to an amount not exceeding £3000 in any one year in all. The Society does not retain any part of any damages which it recovers for a member, but regards them as belonging to the member, even though it has incurred larger costs than it is able to recover while recovering the damages. The Society cannot undertake cases in foreign Law Courts nor in the Courts of the Channel Islands or the Isle of Man ; but persons registered in the British medical or dental registers are eligible for membership (subject to the restrictions mentioned with regard to foreign law courts and the law courts of the Channel Islands) in whatever part of the world they reside.

Members are urged, in their own interest and in that of the Society, to refer matters immediately to the Society **BEFORE DEALING WITH THEM IN ANY OTHER WAY**. Every year loss accrues to the Society, and to the members concerned, by neglect of this precaution.

Members are requested either to preserve this report, or to note in their diaries the postal, telegraphic, and telephonic address of the Society, in order that delay may not arise in urgent cases owing to insufficient or erroneous addresses.

The General Secretary may be seen at the offices of the Society, 32, Craven Street, Strand, London, by members of the Society, between 10.30 a.m. and 4 p.m. When members are coming from a distance, or in cases of urgency, an appointment should, if possible, be made.

Members are requested to bring the Society under the notice of their medical and dental friends, with a view to their joining the Society. Forms of application for membership will, on application, be supplied to members, and to those wishing to join the Society.

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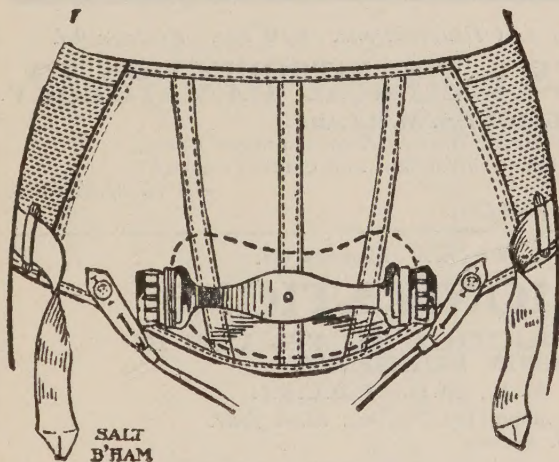
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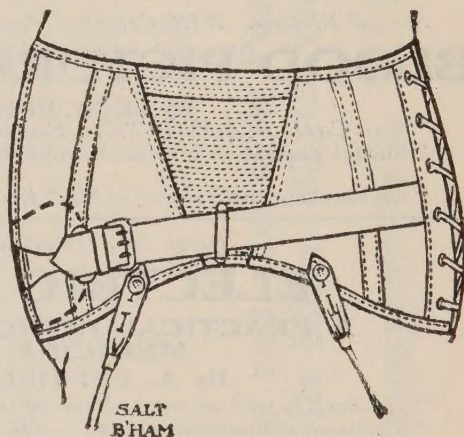
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